



BRAD LITTLE
Governor
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State of Idaho
State Leasing Program
<https://leasing.idaho.gov/>

Department of Administration
Division of Public Works
502 N. 4th Street
P.O. Box 83720
Boise, ID 83720-0072
Telephone (208) 332-1900 or FAX (208) 334-4031

REQUEST FOR PROPOSALS

TO: Commercial Real Estate Agents, Owners & Managers
FROM: Richard Brien, Statewide Leasing Manager
State of Idaho, Department of Administration, Division of Public Works
DATE: June 14, 2019

A LEASE PROPOSAL FORM MUST BE FILLED OUT COMPLETELY FOR THE PROPOSAL TO BE CONSIDERED. Submitting proposal indicates acceptance of the conditions governing the lease and conformance with all requirements of the Request for Proposals. Each RFP has a unique Lease Proposal Form – please use the form attached to this RFP.

The State of Idaho is seeking to develop, construct and lease with an option to purchase for \$1.00 after 20-27 years a +/-70,000 square foot office building and site improvements for the Idaho Department of Fish and Game. The building will have a +/- 3,300 square foot public meeting room that can be bifurcated, a hunter education room, a license sales desk, mail room, and secured, cooled IT data server room that measures approximately 20' X 31' with independent cooling, and a generator that can power both the server room and cooling system independent of the rest of the facility in case of power outage. Also, to be included are door badging security with cameras at perimeter doors and internal access points and exits from the stairwells and elevator so the public cannot wander unsupervised into staff areas. The site improvements include existing building and parking lot demolition, new entry road, sidewalks, parking lot with 235 stalls and landscaping totaling approximately 4.6 acres. This building and site shall be operated by and for the Idaho Department of Fish and Game purposes. The building and site improvements shall be located on property already owned by the Department located at 600 S. Walnut in Boise. Proposals shall base facility costs upon Net Rentable Area, as defined by the Building Owners and Managers Association (BOMA) standard for measuring floor space. Net Rentable Area should include usable square feet plus prorated common area space.

LOCATION:

The proposed site will be on the land presently owned by the Department and on the approximate 4.6 acres which is the current headquarters facility and parking. The successful proposer would be required to include the cost of demolition of the existing structure and rebuilding the new on the same parcel. Part of demolition includes some asbestos abatement for the existing building. Interested parties can receive a copy of the asbestos survey to learn the level of abatement necessary as well as the topographical survey by contacting the Melissa Broome at the Division of Public Works, (208) 332-1933 or Melissa.Broome@adm.idaho.gov. The Department will cover the cost of moving employees and infrastructure to alternate locations during construction.

Attached as Exhibit B to this RFP is the proposed building location on the site, along with the boundary of construction. During construction, it will be necessary to allow access to the MK Nature Center for the general public which include school tours of the Center and license sales at the MKNC building which is to remain intact.

As part of the bonding for this construction, it will be necessary to have a ground lease for nominal consideration from the Department, which owns the property, to the successful bidder for construction and leasing of the building. The successful bidder will then sublease the land and lease improvements back to the Department.

DUE DATES

Proposals are due by **July 15, 2019** at the Division of Public Works and may be:

- Mailed to 502 N. 4th Street 83702, PO Box 83720 Boise, ID 83720-0072;
- Hand-delivered to 502 N. 4th Street, Boise (office closes @ 5:00 PM - there is no mail slot);
- Emailed to Richard.Brien@adm.idaho.gov; or
- Faxed to (208) 334-4031.

For further information on the RFP process, contact Richard Brien, Statewide Leasing Manager, Department of Administration, Division of Public Works at (208) 332-1929.

The Idaho Department of Fish and Game is seeking a tentative occupancy date of **NO LATER THAN June 30, 2022.**

THE LEASE

The State's standard lease form, attached as Exhibit D, will be used. STANDARD LANGUAGE WITHIN THE LEASE FORM IS NOT NEGOTIABLE.

The initial term of the lease will be for One (1) year with up to twenty-six (26) one (1) year options to renew. The lease will contain an annual funding appropriation clause.

Offeror should provide Lessee an option to purchase the facility at specified intervals after the first year of the lease, including renewals. Offeror should provide the purchase price for all terms for which the option exercise is applicable and any other relevant information.

The exercise of the option described above must be done in accordance with applicable provisions of the Idaho Code, including Idaho Code § 67-5708. Idaho Code § 67-5708 allows for lease purchase or other time purchase agreements when a facility is authorized by concurrent resolution and a maximum cost is set by concurrent resolution.

NEW CONSTRUCTION BOND

After execution of the Lease Agreement, the Lessor must obtain and provide to the Division of Public Works a one hundred percent (100%) performance and payment bond for the construction of the Premises. The bond must be in a form acceptable to the State and issued by a surety licensed to conduct business in Idaho. If the State accepts a performance and/or payment bond that is obtained by a construction contractor or other entity different from the Lessor, and that bond(s) does not name the State in a way to allow the State to demand surety performance under the bond(s), the Lessor must cooperate with the State to the fullest extent possible to obtain the complete protection for the project that the bond(s) is intended to provide.

COST OF LEASE/PURCHASE

The proposed annual cost of the lease should be at a competitive market rate reflecting a triple net lease, excluding all applicable real estate taxes during the term. The proposal should detail the amount of the tenant improvement allowance included in the rental rate. All operational and repair cost will be the responsibility of Idaho Department of Fish and Game.

USE

It is projected that 168 state employees will be working in the facility and that approximately 50 clients will be visiting the facility during peak operating hours. Normal operating hours will be Monday through Friday, from 8:00 AM to 5:00 PM. Some night and weekend work will also be needed. The use of the facility will be for a public access operation for multiple programs of the Idaho Department of Fish and Game.

PROPOSAL ASSISTANCE

The department is able to answer questions related to client and staff usage of the proposed space and the relationship between the programs occupying the space. More detailed information on facility requirements and use

may be obtained by contacting Chief, Bureau of Administration Michael Pearson at 208-287-2800 or Michael.Pearson@idfg.idaho.gov.

CONFIDENTIALITY

All proposals will remain confidential until a lease has been executed. Submitted proposals will become the property of the State of Idaho and will not be returned.

PROCESS OF SELECTION

1. **INITIAL EVALUATION.** A committee composed of the Leasing Manager of the Department of Administration, Division of Public Works, or a designee, and staff of the department and which may also include other non-state personnel will evaluate each proposal. Each proposal will be evaluated based upon an established set of criteria and a weighted evaluation. The rating factors, with the Department of Administration's recommended range of evaluation weights, can be found on Exhibit C. These factors will be used to rank the Proposals and select the top ranked respondent.
2. **INTERMEDIATE EVALUATION.** The committee may request additional information or clarification regarding any of the ranked factors during the initial or intermediate evaluation from one or more of the respondents. Additional information or clarification requested may include a credit report, financial statements or an affidavit indicating that Offeror is not in default in payment of any taxes, excises or license fees due. If Lessor is a partnership or a corporation, Lessor may be required to submit evidence that the entity is authorized to do business in the state of Idaho. The committee may elect to visit one or more of the proposed sites to evaluate location and facility issues.
3. **FINAL EVALUATION.** Proposals will be ranked, and negotiations will begin with the representatives of the top-ranked proposal. If negotiations are successful, a lease will be completed. The State's standard lease form, attached as Exhibit D, will be used. STANDARD LANGUAGE WITHIN THE LEASE FORM IS NOT NEGOTIABLE.

Should negotiations with the top-ranked Offeror be unsuccessful, negotiations will be opened with the second ranking Offeror and so forth until a suitable lease is obtained. The State reserves the right to disqualify all proposals as unacceptable and to take any necessary action to obtain suitable space.

All final plans and specifications must be prepared by an architect licensed in the State of Idaho. Plans and specifications may also be subject to review by the Permanent Building Fund Advisory Council pursuant to Idaho Code § 67-5710A. Detailed General Outline Specifications and Communication Specifications shall be provided to Offeror during the negotiation process.

ON-GOING REVIEW

At the State's option, the State may require the Lessor to provide insurance certificates prior to the commencement of any construction naming the State as an additional insured and may require the Lessor to indemnify and defend the State against any claims and to warrant and guarantee material, equipment and workmanship. If the facility shall be new construction, Lessor shall furnish to the Division of Public Works a copy of the Lender's commitment on the permanent loan, together with a copy of the title policy for the facility as soon as they can be made available.

ACCEPTANCE OF THE FACILITY

A copy of the certificate of occupancy as issued by the local governing authority, together with a copy of the as-builts and warranties for the facility, shall be furnished to the department prior to occupancy of the facility. At its discretion, the department may have the Division of Building Safety inspect the premises prior to executing the Lease or prior to taking occupancy of the Premises.

HOW TO MAKE A PROPOSAL

All proposal information must be summarized on the Lease Proposal Form attached to this Request for Proposals. A pdf version of the form can be obtained by accessing the Division of Public Works web page at <http://leasing.idaho.gov>. A copy can also be sent to you upon request by contacting Melissa Broome at (208) 332-

1933 or Melissa.Broome@adm.idaho.gov. **PLEASE PROVIDE THREE NON-BOUND HARD COPIES AND ONE ELECTRONIC PROPOSAL. Incomplete items may cause the proposal to be disqualified.**

GENERAL PROPERTY REQUIREMENTS

SITE:

- Parking lot to be paved, striped, and well lit. Adequate outdoor lights, fitted with photocells and timers, shall be placed directly above each outside entryway and around the perimeter of the building. Parking shall include 235 paved parking spots. Of the required parking spaces, 185 shall be for staff including the use of state vehicles and 50 should be for clients. Public parking at the curb or street side may not be included in the required space count. Parking on the property shall be required to accommodate deliveries, trailers, and other parking priorities.
- Handicapped spaces will be in close proximity to the building entrance. All improvements to the site, whether existing or new, must meet or exceed the handicapped accessibility requirements by ADA.
- Professionally manufactured signs showing the name and address must be installed and prominently located so as to be visible from the street. There may be other exterior signage based on number of entrances and public access points.
- The site will be easily and readily accessible via public transportation sidewalks and walkways to ensure safety and accessibility for those with disability or mobility limitations.
- The exterior of the building and the landscaping should be aesthetically pleasing and project the impression of professional office space. The building's exterior shall be compatible with the surrounding community. In areas with severe weather conditions, the building design shall be appropriate and functional, especially with regard to specific site requirements including, drainage, heavy snow situations, and solar orientation.

BUILDING:

- All areas within the proposed building must be handicapped accessible.
- The interior office will be divided into usable space per the attached facility requirements in Exhibit A Facility Standards Sheet.
- The office will be used as a public access operation of Idaho Department of Fish and Game. The space will provide a publicly accessible lobby area with secured employee office spaces. The lobby reception area may be secured with physical barriers such as plexiglass partitions, and door security to restrict access to office spaces. The Department's desired office space will accommodate a configuration that would allow a main client lobby, hard walled rooms, and conference rooms that are publicly accessible; and with secured cubicles, hard wall offices, and conference rooms that are secured so that they are not accessible to the public.
- An Energy Star building, a LEED building certification or a building that has environmental considerations implemented into the construction, as well as its day-to-day operations, is an important consideration for the department. The Portfolio Manager program through the U.S. Environmental Protection Agency's website at <https://energystar.gov/istar/pmpam/> provides an interactive energy management tool that allows buildings owners to assess energy and water consumption, as well as rate energy performance on a scale of 1 to 100.
- The Offeror will provide a qualified, professional space planner to prepare a detailed space plan acceptable to the Lessor and Lessee. The building must be designed by an architect or engineer licensed in the State of Idaho.
- Lessor shall supply professionally manufactured identification signs for the department and for each division or bureau, which will be installed in the vestibule(s) or the building lobby(s). And employee only entrance signage where identified as a secured access point for employees only. All restrooms and all public areas, such as conference rooms, and the department identification signs shall include Braille lettering.
- Any crawl space beneath the building or roof access should be secure, but easily accessible from within the building and locked to prevent unauthorized access into the building.
- Main entrance should have a "double-entry" arrangement so the public must pass through two sets of doors to enter into the office area. This will improve efficiency and climate control by reducing the loss of heat/cooling during seasonal changes.
- All exterior public and employee entrance doors must have ADA door operators.

- Public entrance and lobby locations should be located as centrally as possible to allow for a security desk and easily monitored public access to multiple areas from one vantage point.
- Some storage rooms may need to have reinforcement in wall studs to adhere to department purchased industrial shelving racks.
- The Server/Computer Rooms must have independent cooling systems to maintain constant 70-degree temperatures. Server/Computer Rooms cannot double as janitor closets nor be used for chemical storage. The Server/Computer Rooms must be included within the DHW space specifically and not a shared IT room with other building tenants. These rooms must have DHW's standard HID card reader access controls for secure entry.
- Mechanically operated ventilation systems shall comply with cooling and outside air standards established by the American Society of Refrigeration and Air Conditioning Engineers (ASHRAE) for the number of occupants in all portions of the building and shall be kept continuously operating when the building is occupied. The system should be designed to accommodate any unique needs associated with severe weather conditions, solar gain, internal loads of a processing center, sound level requirements and unusual temperature fluctuations.
- Office area shall be fully carpeted with a 32-ounce or better commercial grade carpet (preferable carpet tiles) with a heavy traffic classification, except for restrooms, breakrooms, storage areas and vestibules. Areas not carpeted shall be covered with a high-quality commercial vinyl floor. Vestibules shall be covered with ceramic tile or high-quality walk-off carpet. Carpet in Lobby areas are preferred.
- Lessor must provide a safe work environment, certified to be free of airborne asbestos, radon, or any other materials which can be considered hazardous to occupants. Any costs related to abatement of hazardous materials will be borne by the Lessor.
- Public restrooms shall be designed to meet current ADA standards with number of facilities as required. Public restrooms must be furnished with diaper changing stations in both men's and women's restrooms, and/or provide "Family Restrooms".
- Lighting shall be lay-in ceiling type (LED is preferred)
- A janitorial closet with hot and cold water shall be provided.
- Staff breakroom shall be equipped with a sink, laminate countertop, and cupboards. Breakrooms shall be wired and plumbed for hook-up of refrigerator, vending machines, microwave, coffeemaker, and other countertop appliances. Staff breakrooms shall be equipped with refrigerator and microwave provided by Lessor.
- Copy areas, conference and meeting rooms, interview rooms and evaluation rooms, hard wall offices, server rooms, breakrooms and restrooms shall be sound insulated.
- Appropriate number of public and employee restrooms included.
- It is preferred that the building be equipped with a shower in a secure staff area. Shower rooms provided must either be unisex or would need to provide male and female shower rooms.
- Client/customer lobby shall include a sitting area, drinking fountain, rest rooms and data and power connections.

DATA & PHONE:

- At a minimum, the building must be pre-wired for data communications, meeting any applicable Building Industry Consulting Services International (BICSI) and the State of Idaho's Idaho Technology Authority ("ITA") standards. The cost for pre-wiring shall be borne by Lessor, in compliance with Department's explicit specifications and as identified on agreed-upon interior office design layout completed before construction. At a minimum, this will require the installation to each work area duplex outlets and two sets each outlet of modular 4-plex jacks for data with enhanced communications cable (Cat 6E).
- Backup generator with a minimum of 100KW provided to server/data room.
- The 2nd and 3rd floors shall have a small, secured network closets. Network drops from the work areas on the 2nd and 3rd floors shall go to the network closet on that floor. Network drops on the 1st floor shall go to the server/phone room. Contractor shall pull four parallel runs of standard 4-pair (Cat 6E) twisted pair cable to each work area for data communications, label both ends, and terminate each pair at the modular RJ45

duplex jacks (RJ45=568A or B) and at the patch panel block in the network closet or server/phone room for that floor. Additional runs will be required in some locations to accommodate areas that have higher concentrations of computer peripherals. Cables shall be tested and certified before occupancy. Installation and materials supplied shall be in accordance with current Electronic Industry Association/Telecommunication Industry Association standards (EIA/TIA) 568 A or B and plenum grade.

- The network closets and the server/phone room may not be located in the same room as the mechanical, electrical or janitorial room and shall be secured. The server/phone room shall allow use of 19" standard floor-standing 4 post rack assemblies. It must have dedicated electrical circuits for communication and telephone control equipment with a minimum of ten electrical outlets in close proximity to the panel and block. The network closets air-cooling and airflow must allow the room not to exceed a temperature of 72 degrees. The server/phone room has cooling compressors in the racks and they will be connected to cooling units outside, hence no cooling from the building will be needed. The server/phone room shall not have a drop ceiling.
- Dedicated circuits with isolated ground shall be provided for the network closets, server/phone room, copiers, and printers.

ENERGY:

The efficient use of energy is of prime importance to the well-being of the State of Idaho and energy conservation is to be a major consideration in the construction of all state buildings and the execution of lease agreements.

NON-SMOKING/VAPING BUILDINGS:

All state-owned or state-lease buildings, facilities or area occupied by state employees shall be designated as "non-smoking" except for custodial care and full-time residential facilities. The policy governing custodial care and full-time residential facilities may be determined by the directors of such facilities. Therefore, this lease requires all areas inside and outside the office space shall be designated as "non-smoking" and "tobacco-free".

BUILDING STANDARDS/CODES:

Lessors leasing space to the State must procure building permits, secure necessary inspections, and obtain a Certificate of Occupancy for the intended use prior to the lease taking effect.

Local governments have jurisdiction over privately owned buildings in the target area. The following codes are the minimum building and safety codes adopted by the state of Idaho and the federal government:

- Idaho Code Title 67, Chapter 57, Section 8
- International Building Code, 2006 Edition
- International Mechanical Code, 2003 Edition
- Uniform Plumbing Code, 2003 Edition
- International Fuel Gas Code, 2003 Edition
- International Mechanical Code
- International Energy Conservation Code
- National Electrical Code
- Handicap Accessibility, Americans with Disabilities Act
- Idaho General Safety and Health Standards
- International Fire Code
- American National Standards Institute (ANSI)
- Federal regulations applicable to the occupying agency
- Electronic Industry Association/Telecommunication Industry Association Standards
- All Local Codes

These codes may be amended from time to time by the Division of Building Safety. An accurate listing of their codes can be located at http://dbs.idaho.gov/building/id_code.html.

LEASE PROPOSAL FORM

Lease Proposal for _____ Proposed Occupancy Date: _____

THE OFFEROR

PROPOSAL SUBMITTED BY _____ (Company)
 _____ (Contact Person)
 _____ (Street Address)
 _____ (City, State, ZIP)
 _____ (Phone/Fax/Email)

CREDIT REFERENCES (Please provide three (3) verifiable references as noted below):

BANK REFERENCE: _____ (Company)
 _____ (Contact Person)
 _____ (Street Address)
 _____ (City, State, ZIP)
 _____ (Phone/Fax/Email)

TRADE REFERENCE: _____ (Company)
 _____ (Contact Person)
 _____ (Street Address)
 _____ (City, State, ZIP)
 _____ (Phone/Fax/Email)

TENANT REFERENCE: _____ (Company)
 _____ (Contact Person)
 _____ (Street Address)
 _____ (City, State, ZIP)
 _____ (Phone/Fax/Email)

QUALIFICATIONS (Please provide information as noted below):

COMMERCIAL DEVELOPMENT EXPERIENCE: _____

(Please provide brief narrative detailing size and nature of properties developed, locations and tenancies. A copy of your company's professional brochure may be attached to this proposal as additional information.)

COMMERCIAL PROPERTY MANAGEMENT EXPERIENCE: _____

(Please provide brief narrative detailing size and nature of properties managed, professional designations in property management, if any, landlord/tenant relationships with other governmental entities, etc. A copy of your company's professional brochure may be attached to this proposal as additional information.)

CAUTION: Any incomplete items in this proposal form may cause proposal to be discarded.

LEASE PROPOSAL FORM

COST OF THE FACILITY

RENT SCHEDULE: Please fill in the blanks below with each year's rent. The RFP requests a full-service lease. If any expenses such as utilities or janitorial service are not included in the rent, please note these expenses on the line below the rent schedule. **Rent & Costs per Sq Ft to be based upon Net Rentable Area, as established by BOMA.*

<u>Initial Lease</u>	<u>Annual Rent</u>	<u>Rent/Sq Ft /Yr*</u>	<u>Option Period</u>	<u>Annual Rent</u>	<u>Rent/Sq Ft/Yr*</u>
<u>Yr 1</u>	\$	\$	<u>Yr 6</u>	\$	\$
<u>Yr 2</u>	\$	\$	<u>Yr 7</u>	\$	\$
<u>Yr 3</u>	\$	\$	<u>Yr 8</u>	\$	\$
<u>Yr 4</u>	\$	\$	<u>Yr 9</u>	\$	\$
<u>Yr 5</u>	\$	\$	<u>Yr 10</u>	\$	\$
<u>Yrs 1-5</u>	\$	\$	<u>Yrs 6-10</u>	\$	\$

ITEMS NOT INCLUDED IN RENT: _____

RENT ESCALATIONS: Proposals without escalations will be given the highest points. If no increases, expense stops or pass-throughs are to be charged, write "None". It is beneficial for the State to have caps on increases.

<u>CONSUMER PRICE INDEX BASE YR:</u>				<u>FIXED INCR:</u> %: _____ or \$/Sq Ft: \$			<u>BASE YR (OR BASE COST) EXPENSE STOP</u>						
<u>Initial Lse</u>	<u>Yes</u>	<u>No</u>	<u>% Cap</u>	<u>Initial Lse</u>	<u>Yes</u>	<u>No</u>	<u>Cost/Sq Ft</u>	<u>Taxes</u>	<u>Insur</u>	<u>Util</u>	<u>Janit</u>	<u>Common Area</u>	<u>% Cap</u>
<u>Yr 1</u>			%	<u>Yr 1</u>			or						
<u>Yr 2</u>			%	<u>Yr 2</u>			<u>Base Yr</u>						
<u>Yr 3</u>			%	<u>Yr 3</u>			<u>Yr 3</u>						
<u>Yr 4</u>			%	<u>Yr 4</u>			<u>Yr 4</u>						
<u>Yr 5</u>			%	<u>Yr 5</u>			<u>Yr 5</u>						

<u>DIRECT PASS-THROUGH OF BLDG EXPENSES</u>							<u>PLEASE PROVIDE ANY FURTHER DETAIL NEEDED TO CLARIFY THIS SECTION:</u>						
<u>% of BLDG AREA: %</u>													
<u>Initial Lse</u>	<u>Taxes</u>	<u>Insur</u>	<u>Util</u>	<u>Janit</u>	<u>Common Area</u>	<u>NNN Lse</u>							
<u>Yr 1</u>	\$	\$	\$	\$	\$	\$							
<u>Yr 2</u>	\$	\$	\$	\$	\$	\$							
<u>Yr 3</u>	\$	\$	\$	\$	\$	\$							
<u>Yr 4</u>	\$	\$	\$	\$	\$	\$							
<u>Yr 5</u>	\$	\$	\$	\$	\$	\$							

TENANT FINISH: A turnkey finish will be given the highest points. All others will be rated according to the perceived degree of cost exposure. To control costs, any changes to plans after they are approved must be in writing and must include a cost estimate.

Tenant Finish Allowance: ☐ Turnkey ☐ \$_____/sq ft, based upon: ☐ Net Rentable ☐ Usable Area ☐ Other:
Does the Tenant Finish Allowance include space planning cost and architectural fees? ☐ Yes If Yes, what is the estimate for these costs? \$_____/sq ft ☐ No

Do you anticipate the agency's stated needs will exceed the finish allowance noted above? ☐ Yes ☐ No If yes, what is the estimate for these costs: \$_____/sq ft

Please provide any recommendations to reduce the tenant finish cost (which will ultimately result in cost savings to both Lessor and the State): _____

CAUTION: Any incomplete items in this proposal form may cause proposal to be discarded.

LEASE PROPOSAL FORM

COST OF THE FACILITY (CON'T)

PHONE/DATA WIRING ALLOWANCE: The State prefers the data and telephone wiring be performed by the Lessor to minimize disruptions to the Agency and damages to the facility. Since it could be difficult to accurately determine the cost of these items until specific plans and specifications are completed, please provide an allowance towards this anticipated Lessor expense.

Allowance for Data/Phone Installation: \$ _____/sq ft, based upon: ☐ Net Rentable Area ☐ Usable Area
☐ Other: Please detail: _____

Are DS3 fiber optics available to the building? ☐ Yes ☐ No NOTE: Microwave is generally not acceptable.

LESSOR INCENTIVES: The State can provide long-term tenancy and the security of a viable tenant. Please detail incentives you would offer to offset moving expenses: _____

Rent Discount for Annual Prepayment of the Lease: _____ %.

Moving Expense Reimbursement: \$ _____. The agency anticipates its moving expense will be \$24,000.

Cubicle Allowance: ☐ Yes \$: _____ ☐ No

Additional Services: _____

(Ex: Enhanced building maintenance, security, additional services or amenities)

Other Incentives: _____

(Ex: Free rent for several months, no rent escalations for a certain period, allowance toward office furniture, additional tenant finish allowance, first right of refusal on adjacent space, etc.)

SQ FT: _____(Usable) _____(Net Rentable) _____(Gross) Load Factor: ____ %

Please attach a rough floor plan to proposal. The State does not wish to have the Offeror expend a large amount of funds on initial floor plans and renderings since agency review will generally cause revisions. We are seeking more of a rough floor plan to provide the committee with a concept of the facility.

LOCATION OF THE FACILITY

FACILITY LOCATION: _____

NEAREST CROSS STREETS: _____

ADJACENT PROPERTY USES:

_____(To the East)
_____(To the West)
_____(To the North)
_____(To the South)

PROXIMITY TO BUS ROUTE: _____(# of Blocks)

PROXIMITY TO FEDERAL, STATE AND LOCAL AGENCIES WITHIN 1 MILE RADIUS:

BENEFITS OF THIS LOCATION: _____

(Please provide brief narrative detailing amenities available and other benefits of this location. Attach a copy of the property brochure as additional information.)

CAUTION: Any incomplete items in this proposal form may cause proposal to be discarded.

LEASE PROPOSAL FORM

DESCRIPTION OF FACILITY: ☐ New ☐ Existing _____ Age of Building ☐ To Be Renovated ☐ As Is
☐ Single User Facility ☐ Multi-tenanted Bldg. ☐ Single-Story Bldg ☐ Multi-storied Bldg - _____ # of Floors
 Would any expansion areas be available in the future? ☐ Yes Size: _____ ☐ No
 QUALITY OF LEASED SPACE: Carpet weight: _____ Exterior Walls: _____ Window coverings: _____
 _____ Exterior windows _____ Interior windows _____ Class of Bldg: _____
 Type of HVAC System: _____ Overall quality of facility, i.e. "Class A", "Class B", "Class C", as commonly used in the real estate industry. Attach photos and property brochure as supplemental information.)

ADA ACCESSIBILITY: Offeror agrees to meet or exceed the handicapped accessibility requirements by ADA, including the interior of the facility and all site improvements. ☐ Yes ☐ No If no, explain why: _____

ENERGY/ENVIRONMENTAL: The Portfolio Manager program through the US EPA's website at <https://energystar.gov/istar/pmpam/> provides an energy performance rating on a scale of 1 to 100. Please note your calculated Energy Star rating: _____ If this is new construction, note the design rating instead: _____.

PROPERTY AMENITIES: _____

(Examples: on-site conference rm, fitness facility, bike lockers, library, on-site storage, cafeteria) Attach photos and property brochure as supplemental information).

PROFESSIONAL STAFF:

ARCHITECT: _____ (Company)
 (Must be licensed _____ (Contact Person)
 in Idaho) _____ (Credentials)
 _____ (Street Address)
 _____ (City, State, ZIP)
 _____ (Phone/Fax/Email)

ENGINEER: _____ (Company)
 (Must be licensed _____ (Contact Person)
 in Idaho) _____ (Credentials)
 _____ (Street Address)
 _____ (City, State, ZIP)
 _____ (Phone/Fax/Email)

SPACE PLANNER: _____ (Company)
 (Must be licensed _____ (Contact Person)
 in Idaho) _____ (Credentials)
 _____ (Street Address)
 _____ (City, State, ZIP)
 _____ (Phone/Fax/Email)

PROPERTY MANAGEMENT: ☐ On-site ☐ Off-site, located @ _____
 _____ (Company)
 _____ (Contact Person)
 _____ (Street Address)
 _____ (City, State, ZIP)
 _____ (Phone/Fax/Email)

CAUTION: Any incomplete items in this proposal form may cause proposal to be discarded.

EXHIBIT A

Facility Space Standard

FACILITY SPACE STANDARDS SHEET

AGENCY: *Department of Fish and Game*

LOCATION: *HQ Walnut Street Boise*

PROJECTED SQ FT: 63,211

PROJECTED FTE: 186

Area/Room	# of FTEs*	SF/ FTE*	Total	#Data Ports	Remarks
HARD WALL OFFICES					
Director	1	400	400		Power and Data for each staff
Deputy Director	4	250	1,000		Power and Data for each office
Bureau Chief	7	200	1,400		
Asst Chief/ Program Managers	26	144	3,744		
Professional Staff	50	120	6,000		
Future/Growth	10	120	1,200		
Subtotal:			13,744		
OPEN OFFICE AREAS					
Professional Staff	63	120	7,560		
Clerical Staff	15	100	1,540		
Clerical Pool	8	75	600		
Receptionist	2	100	200		
Adjunct Desk Area	14	91.4	1,280		Staff in office less than 60% of the time
Subtotal			11,180		
Lobby	1		1,800		1,600 Lobby, 200 Storage
Public Meeting Rm	1		4,100		3,800 Public Meeting, 300 Storage
Public Break Rm	1		850		Adjacent to Public Meeting Rm
Classroom	2		2,000		900 each, 200 storage
Public Restroom			600		Men's/Women's near lobby
Copy/Scan/Fax	6	120	720		Two per floor
Computer Server Rm	1	620	600		2nd Floor or Higher
Large Conference Room	3	500	1,500		One Each Floor
Small Conference Room	6	300	1,800		Two Each Floor
Staff Restrooms	3	600	1,800		One Each Floor
Waiting Area/person	2	225	450		On Second and Third Floor
Conference/person	1		300		
File Storage	5		2,250		
Secured Storage	4		2,650		
Library	1.5		400		

EXHIBIT A

Facility Space Standard

Area/Room	# of FTEs*	SF/ FTE*	Total	#Data Ports	Remarks
Mail Room	1		750		
Break Room	2	450	900		On Second and Third Floor
Equipment Storage	5	225	1,125		
OTHER:					
Computer Staging	1		350		
File Storage	1		150		
Showers/Locker Room	3	96	288		
Car Port & Outside Storage					Outside Main Building
SUBTOTAL			25,095		
Add 30%			4,123		
Add 25%			9,069		
TOTAL			63,211		

SITE:

EXHIBIT C

Rating Factors

ADJUSTED RATING FACTORS: Idaho Department of Fish and Game Headquarters Walnut Street Boise

RATING Total = 100%	FACTOR	EXPLANATION OF FACTOR -	TARGET
Cost			
15%	Rent-1st	Budget is for \$_____. Fits within 5-Yr plan.	10% - 15%
15%	Rent-1st 5 yrs	Lease/Purchase Analysis Cost Ratio to be considered.	10% - 15%
5%	Incentives	Renewal options, free rent, reimbursement of moving costs, etc. Can be figured on a per sq ft basis to obtain effective lease rate.	0% - 5%
Cost Total 35%			
Construction			
10%	Adequate SF	Meets sq footage requirements or exceeds <10%.	0% - 10%
5%	Exterior	Maintenance and condition of building / adequate lighting and parking.	0% - 10%
5%	Interior	Maintenance and condition of building	0% - 10%
5%	Energy	Cost of energy, efficiency of heating & air conditioning system.	0% - 10%
10%	Security	Safety of employees, clients & equipment (exterior lighting, security service, controlled access, fenced parking areas).	0% - 10%
5%	Qualifications	Experience & financial ability to construct/remodel facility, property mgmt. experience.	0% - 5%
Construction Total 40%			
Location			
5%	Parking	Adequate for clients and employees? Delivery area available?	0% - 10%
5%	Employee Access	Is the property easy to access? Is the property close to a major thoroughfare? Will traffic in the area create a problem?	0% - 10%
5%	Public Access	Property easy to find? Close to a major thoroughfare? Is traffic in the area a problem? Consider auto and pedestrian access.	0% - 10%
Location Total 15%			
Agency			
10%	Purchase Option	Depending on location and 5-Yr plan, a "No" response might disqualify property from further consideration.	0% - 10%
Agency Total 10%			
RATING Total = 100%			100%

EXHIBIT D

State Lease Agreement

THIS LEASE AGREEMENT FOR SPACE ("Lease Agreement") is entered effective upon the date of the last required signature (the "Effective Date"), by and between _____ (the "Lessor"), and the STATE OF IDAHO, by and through the _____ (the "Lessee"), for the leasing of that real property described below and referred to as the "Premises." The Lessor and the Lessee may be referred to collectively as the "Parties." The Parties specifically agree and acknowledge that the approval signature of the Leasing Manager, Division of Public Works, Department of Administration, is a required signature.

WITNESSETH

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this Lease Agreement, the Parties agree as follows.

1. Lease of Premises. The Lessor does hereby demise and lease to the Lessee the Premises situated in the City of _____, County of _____, State of Idaho, known and described as follows: _____ **Idaho**.
2. Term. The term of this Lease Agreement is _____ months. As time is of the essence, the term of this Lease Agreement shall begin on _____ and shall end at midnight on _____. The Parties agree that this Lease Agreement is subject to the termination, expiration and renewal rights set forth in this Lease Agreement. The Lessee may, at the expiration of the term of this Lease Agreement and without the necessity of renewing said Lease Agreement, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Lease Agreement for a period not to exceed one (1) Yr. The Lessor may terminate the Lessee's month to month occupancy upon ninety (90) days' prior written notice to the Lessee.
3. Payment. The Lessee shall pay to Lessor a fixed payment for the term of this Lease Agreement in monthly installments of \$_____ each. The lease payment shall be computed at a rate of \$_____ per square foot, per Yr. The total square footage of the Premises is _____, subject to measurement using BOMA standard. The total Yearly lease payment is \$_____. Upon election by the Lessee to pay in advance __ quarterly, __ semi-annually, or __ annually, the Lessor shall allow Lessee a discount of _____ **Percent**. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment. Upon receipt, Lessee shall forward Lessor's invoice to the State Controller for payment. Lessor specifically acknowledges that State vouchers are processed by the State Controller, not Lessee. Therefore, any payment that is made no later than sixty (60) days after it is actually due shall not be considered an event of default. Lessee shall use its best efforts to expedite payment. It is expressly covenanted and agreed that any prepayment of rent made by the Lessee under the terms of this Lease Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit.
4. Acceptance of Premises. Lessor shall deliver the Premises to Lessee in accordance with floor plans and specifications attached to this Lease Agreement as Exhibit A and incorporated herein by reference. Prior to or at occupancy, Lessee shall provide Lessor with a written statement acknowledging inspection and acceptance of the Premises. Lessee's obligations under this Lease Agreement shall not commence until Lessee's acceptance of the Premises. Lessee's inspection and acceptance of the Premises are based upon what may be reasonably observed by one untrained or unfamiliar with building inspections. At Lessee's discretion, Lessee may have particular conditions or parts of the Premises inspected by one trained or familiar with building inspections. In no event shall Lessee's inspection, or inspection by any agent of Lessee, be deemed a waiver of any defects in the Premises.
5. No Waste; Repairs. Lessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part of the Premises, including fixtures. Lessee further covenants that upon return, the Premises will be in the same condition as originally received, reasonable wear and tear excepted. Repairs, except those actually necessitated by Lessee's waste, disfigurement or defacement, and except for repairs required

EXHIBIT D

State Lease Agreement

by the removal of Trade Fixtures as provided for in Paragraph 13 of this Lease Agreement, shall be made solely at the Lessor's expense. Any repairs shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations.

6. Services and Parking. The Lessor covenants that it will provide, perform, and pay for the services, maintenance and parking as follows:

A. Utilities:

Domestic water and sewer.
Electricity.
Natural Gas.
Irrigation.

B. Facility Repair and Maintenance:

General Building structure and related equipment (Interior and Exterior).
Heating system and related equipment.
Cooling and air handling system and related equipment.
Electrical system and related equipment.
Sewer and plumbing systems and related equipment.
Exterior lighting, including landscaped areas, parking area and walkway.
Cleaning ground and parking area of debris ☒ weekly _ monthly _ other: _____.
Common area janitorial service ☒ daily (excluding weekends and holidays) _ other: _____.
Trash removal from property ☒ weekly _ other: _____.
Furnish all washroom materials, including paper products, soap, cleaning supplies and equipment.
Light bulb and fluorescent tube replacement.
Ice and snow removal prior to start of each business day.
Directory sign with Lessee name.
Door sign with Lessee name.
Lawn and shrubbery care weekly during season.

C. Custodial Services:

Complete Janitorial service ☒ daily (excluding weekends and holidays) _ other: ____
Trash removal from Premises ☒ daily (excluding weekends and holidays) _ weekly _ other: ____
Window cleaning ☒ quarterly _ other: ____
Carpet spot cleaning _ semi-annually _ annually ☒ as needed.
Shampoo carpet ☒ semi-annually _ annually _ as needed.

D. Parking: A total of _ lighted and paved automotive parking spaces (including _____ of which will be secured) will be maintained with adequate ingress and egress available. Handicapped spaces will be provided equal to the requirements of the Americans With Disabilities Act (ADA).

7. Special Provisions.

A. Taxes. Lessor shall pay and discharge all taxes and assessments whatsoever charged against the Premises whether charged by federal, state, county, city or other public authority.

B. *This is where Options to Renew, Options to Purchase, First Right of Offer on Adjacent Space, Escalation Language would be addressed.*

C. Other Special Provisions. No other special provisions exist.

8. Failure to Repair, Maintain or Service. In the event that the Lessor shall fail or refuse to Make such repairs, perform such maintenance, provide such services, or to take any other action required of the Lessor pursuant to this Lease Agreement, Lessee shall give Lessor reasonable notice and time to cure and, failing such cure, Lessee may, at its option, make such repairs, perform such maintenance, provide such services, or take any such action, and deduct such sums expended doing so from the lease payments due to the Lessor. In the event

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that such failure or refusal prevents Lessee from occupying any or all of the Premises, Lessee may deduct a pro rata sum from its lease payments equal to the greater of the monthly cost per square foot of those Premises not acceptable for occupancy or the actual cost incurred by the Lessee to secure and occupy alternate premises. Lessee's decision to exercise this remedy shall not be deemed to limit its exercise of any other remedy available under this Lease Agreement, at law or in equity.

9. Indemnification. Lessor hereby agrees to defend, indemnify and save Lessee harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorneys' fees of whatever nature or type, whether or not litigation is commenced, that the Lessee may incur, by reason of any act or omission of the Lessor, its employees or agents or any breach or default of the Lessor in the performance of its obligations under this Lease Agreement. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the Lessee.

10. Use of Premises. Lessee shall use the Premises for the following purposes: _____. Lessor warrants that, upon delivery, the Premises will be in good, clean condition and will comply with all laws, regulations or ordinances of any applicable municipal, county, state, federal or other public authority respecting such use as specified above. Lack of compliance shall be an event of default and shall be grounds for termination of this Lease Agreement.

11. Fire or Damage.

A. Damage or Destruction Renders Premises Unfit for Occupancy. If, during the term of this Lease Agreement, the Premises, or any portion thereof, shall be destroyed or damaged by fire, water, wind or any other cause not the fault of Lessee so as to render the Premises unfit for occupancy by Lessee, this Lease Agreement shall be automatically terminated and at an end. Lessee shall immediately surrender the Premises to Lessor and shall pay rent only to the time of such surrender. If comparable and acceptable office space can be provided by the Lessor within thirty (30) days of the date of destruction or damage, the Lessee may elect, at its sole option, to relocate to such substitute office space and all relocation costs shall be at the sole expense of the Lessor. Rents will be continued upon occupancy at the lesser of: (i) the current lease rate; or (ii) the market rate for the substitute space. Such relocation shall be for the remainder of this Lease Agreement or any extension.

B. Some Portion Fit for Occupancy.

(i) Notwithstanding any other provision of this Lease Agreement, if less than fifty percent (50%) of the Premises are destroyed or damaged, and if that portion of the Premises may be restored within ninety (90) days to as good a condition as originally received, the Lessee may elect to continue this Lease Agreement and Lessor shall have the option to restore the Premises. Lessee shall give written notice of its intention to continue this Lease Agreement within thirty (30) days after such damage or destruction occurs. If Lessor does not elect to restore the Premises, the Lessor shall provide the Lessee with written notice of that fact and this Lease Agreement shall automatically terminate effective as of the date of destruction or damage.

(ii) If the Lessor elects to restore or rebuild pursuant to the option provided in paragraph 12.B.(i), the rents otherwise due Lessor by Lessee shall be abated equal to the monthly cost per square foot of the unoccupied Premises for that period of time during which restoration or rebuilding of the Premises occurs. If the Lessee is unable to occupy all or part of the Premises during the restoration then, at the option of the Lessee, the Lessee may be relocated to comparable and acceptable office space and all relocation costs shall be at the sole expense of the Lessor. If such restoration or rebuilding exceeds ninety (90) days beyond the date of the destruction or damage to the Premises, Lessee may terminate this Lease Agreement without liability of any kind save payment for actual occupancy of the Premises prior to termination.

C. Prepaid Rent. In the event that this Lease Agreement is terminated as the result of damage or destruction to the Premises during any period of its term for which the Lessee has prepaid rent, the Lessor shall, within ten (10) days from the date of notification of termination by the Lessee, refund the full amount of any prepaid rent not then applied to a period of the Lessee's actual occupancy of the Premises. In the event that the

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State Lease Agreement

Lessor does not timely remit the full amount of any prepaid rent to the Lessee, the Lessee shall be entitled to collect the full amount of its prepaid rent from insurance proceeds in the manner set forth in this Lease Agreement.

12. Alterations. Except as otherwise agreed, subsequent to the Effective Date and during the term of this Lease Agreement and any extension, neither Lessor nor Lessee shall make any alterations, additions or improvements to the Premises without the prior written consent of the other. Any and all alterations and improvements made by Lessee shall be made at Lessee's sole expense and, subject to the exception for Trade Fixtures provided below, shall, upon termination of this Lease Agreement, and without disturbance or injury, become the property of the Lessor, and shall remain in and be surrendered with the Premises. Any such alterations, whether performed by Lessor or Lessee, must be made in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. Notwithstanding any other provision of this Lease Agreement, Trade Fixtures, as defined in this Lease Agreement, installed by Lessee shall, at the option of the Lessee, not become the property of the Lessor and, upon the termination of this Lease Agreement, the Lessee may remove such Trade Fixtures and return the Premises in as close to original condition as possible, reasonable wear and tear excepted. For purposes of this Lease Agreement, a Trade Fixture is defined as personal property used by the Lessee in the conduct of its business and includes items such as, but not limited to, shelves and reception counters.

13. Default. In the event that either party shall default in the performance of any material term, covenant, or condition of this Lease Agreement, the party not in default may at its option terminate this Lease Agreement. The party alleging default must provide written notice of said default, specifying the alleged default, and the receiving party shall have fifteen (15) business days to cure or shall immediately provide written documentation that it is proceeding to cure the default in an expedited manner (e.g., working overtime, express delivery, etc.). Should Lessee be in default by surrendering occupancy of the Premises in some manner violative of the terms of the Lease Agreement, Lessor may reenter the Premises without affecting its right of recovery of accrued rent therefor; provided, however, the Lessor shall exercise due diligence to mitigate any and all future losses of rent or damages that may result due to the failure of the Lessee to occupy the Premises.

14. Sufficient Appropriation by Legislature Required. It is understood and agreed that the Lessee is a governmental entity, and this Lease Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. The Lessee reserves the right to terminate this Lease Agreement if, in its judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Lessee to continue such lease payments. All future rights and liabilities of the Parties shall thereupon cease within ten (10) days after the notice to the Lessor. It is understood and agreed that the lease payments provided for in this Lease Agreement shall be paid from State legislative appropriations.

15. Assignment by Lessee - Right to Terminate Lease Agreement at Direction of Idaho Department of Administration. The parties to this Lease Agreement recognize and agree that Lessee, as an agency of the State of Idaho, is subject to the direction of the Idaho Department of Administration pursuant to Title 67, Chapter 57, Idaho Code, and, specifically, the right of that department to direct and require Lessee to remove its operations from the Premises and relocate to other facilities owned or leased by the State of Idaho. Accordingly, it is agreed that, upon the occurrence of such event, Lessee may terminate this Lease Agreement at any time after a one-Yr period from the date of the commencement of the Lease Agreement as determined under Paragraph 2, provided that Lessor is notified in writing ninety (90) days prior to the date such termination is to be effective. Such action on the part of the Lessee will relieve the Lessee and the State of Idaho of liability for any rental payments for periods after the specified date of termination or the actual date of surrender of the Premises, if later. Additionally, the Department of Administration, at its option, upon providing thirty (30) days' written notice to the Lessor, may relocate the Lessee and assign the space to another state agency, department or institution. The provisions of the Lease Agreement will continue in full force and effect upon such assignment by the Department of Administration.

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16. Officials, Agents and Employees of Lessee Not Personally Liable. It is agreed by and between the Parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the State of Idaho.

17. Relation of Parties. The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this Lease Agreement.

18. Notices. Any notice required to be served in accordance with the terms of this Lease Agreement shall be sent by registered or certified mail. Any notice required to be sent by the Lessee shall be sent to the Lessor's last known address at _____ and any notice required to be sent by the Lessor shall be sent to the address of the Premises and to the Lessee's address in Boise, i.e., _____. A copy of any such notice shall also be sent to the Department of Administration, Division of Public Works, Attn: Leasing Manager, Post Office Box 83720, Boise, ID 83720-0072. In the event of a change of address by either Lessor or Lessee, the Parties agree to notify each other in writing within ten (10) days of the date of any such change.

19. Insurance. The Lessor shall maintain an insurance policy (or policies) for the purpose of insuring any property and liability risks regarding the Premises. Any such policy obtained by the Lessor shall be at its sole and absolute expense, and Lessee shall have no obligation to obtain or pay for such insurance. In the event that the Lessee shall prepay rent in the manner set forth in this Lease Agreement, the insurance policy (or policies) obtained and maintained by the Lessor shall identify the Lessee as a named insured under the terms of the policy. Any such insurance policy shall further state that the Lessee shall be entitled to receive insurance proceeds in the full amount of any prepaid rent prior to any distribution of insurance proceeds to the Lessor or any other third party not having an insurable interest in the Premises. The Lessor shall provide the Lessee with a copy of its insurance policy on or before the term this Lease Agreement commences. The Lessee acknowledges that its personal property is subject to coverage in accordance with state law.

20. Heirs and Assigns. The terms of this Lease Agreement shall apply to the heirs, executors, administrators, successors and assigns of both the Lessor and the Lessee in like manner as to the original parties. Any assignment of this Lease Agreement must be approved by the State Board of Examiners in accordance with Idaho Code § 67-1027. If the Lessor assigns its interest in this Lease Agreement pursuant to a sale or other conveyance of the Premises (except a conveyance as contemplated by Paragraph 34) to a person or entity expressly assuming Lessor's obligations under this Lease Agreement, Lessee agrees, subject to obtaining the approval required by Idaho Code § 67-1027, to continue under this Lease Agreement and to recognize the new owner as the Lessor. This paragraph shall not in any way act as a release of any claim by Lessee as against the original Lessor nor shall it act as a waiver of any default under this Lease Agreement existing at the time of such sale or conveyance and assignment to the extent that any such default continues and remains uncured after such sale and assignment.

21. Nonwaiver. The failure of the Lessor or Lessee to insist upon strict performance of any of the covenants and agreements of this Lease Agreement or to exercise any option contained in this Lease Agreement shall not be construed as a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Lessor and Lessee.

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State Lease Agreement

22. Modification. This Lease Agreement may be modified in any particular only by the prior written consent of authorized representatives of the Lessor and Lessee. **Anything else contained herein notwithstanding, modifications to this Lease Agreement shall be of no force and effect until approved in writing by the Department of Administration, Division of Public Works.**

23. Renewal. This Lease Agreement may be renewed by the written consent of the Lessor and Lessee provided such consent is rendered sixty (60) days in advance of the expiration of the term of this Lease Agreement. Notice of Lessor's offer to renew shall be given by the Lessor one hundred twenty (120) days prior to the expiration of this Lease Agreement, including any extension. Lessee will have thirty (30) days to respond to Lessor's offer. If agreement is not reached by sixty (60) days prior to the expiration of the Lease Agreement, Lessor may lease the Premises to another party, but not on more favorable terms than offered to Lessee, without first giving Lessee ninety (90) days to accept or reject those new terms.

24. Asbestos and Health Hazards. Lessor agrees to comply promptly with all requirements of any legally constituted public authority made necessary by any unknown or existing health hazard including, but not limited to, such hazards which may exist due to the use or suspected use of asbestos or asbestos products in the Premises. The Lessor warrants that it has inspected the Premises for health hazards, specifically for the presence of asbestos, and the inspection has not detected asbestos, or if Lessor's inspection has revealed asbestos, then Lessor warrants that it has been removed or been encapsulated in accordance with current law and regulations. In the event that asbestos or another health hazard is discovered on the Premises, the Lessor agrees to protect the Lessee and its employees and to take immediate corrective action to cure the problem. It is agreed that, in the event the Lessee is unable to continue occupancy of the Premises due to the presence of asbestos or any other health hazard, or because of any governmental, legislative, judicial or administrative act, rule, decision or regulation, the Lease Agreement may be terminated by the Lessee upon ten (10) days' written notice to the Lessor. Any asbestos abatement costs, and any other repair or renovation costs associated with asbestos or other health hazard, as well as moving costs and consequential damages, will be at the sole expense of the Lessor.

25. Non-Discrimination. The Lessor hereby agrees to provide all services funded through or affected by this Lease Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975 and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. The Lessor further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. The Lessor hereby agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by: Executive Order 11246; Section 503 of the Rehabilitation Act of 1973, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and to comply with all amendments to these acts and pertinent federal rules and regulation regarding these acts during the term of the Lease Agreement.

26. Handicap Accessibility. Any space leased by the State of Idaho will meet or exceed standards for handicap accessibility and federal regulations applicable to the occupying agency.

27. Building Codes. All buildings owned or maintained by any state government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state and local codes. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety and the Permanent Building Fund Advisory Council.

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28. Energy Costs. Long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction of all state buildings and the execution of lease agreements. Special attention shall include energy conservation considerations including: (i) Chapter 13 of the Uniform Building Code, 1997 Edition; (ii) use of alternative energy sources; (iii) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; (iv) "state-of-the-art" systems and equipment to conserve energy economically.

29. Non-Smoking. All state-owned or state-lease buildings, facilities or area occupied by state employees shall be designated as "non-smoking" except for custodial care and full-time residential facilities. The policy governing custodial care and full-time residential facilities may be determined by the directors of such facilities.

30. Material Representations. The Parties agree and acknowledge that the representations and acknowledgments made in this Lease Agreement are material and the Parties have relied upon them in entering this Lease Agreement.

31. Severability. If any term or provision of this Lease Agreement is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be continued and enforced as if the invalid term or provision were not contained in this Lease Agreement.

32. Lessor's Right to Lease. The Lessor warrants that it is lawfully possessed of the Premises and has good, right and lawful authority to enter into this Lease Agreement and that the Lessor shall put the Lessee into actual possession of the Premises at the commencement of the term of this Lease Agreement and shall ensure to the Lessee the sole, peaceable, and uninterrupted use and occupancy of the Premises during the full term of this Lease Agreement and any extension.

33. Mortgages by Lessor. Lessee recognizes that Lessor may encumber the Premises by a mortgage(s) or other instrument securing Lessor's obligations to a lender. In such event, the following provisions apply as to the holder of any such mortgage or security instrument and to any person or entity acquiring an interest in the Premises through such mortgage or security interest:

A. In the event of a foreclosure or acquisition by the holder of such mortgage or security instrument, (or by a third party at a foreclosure sale), this Lease Agreement shall continue in full force and effect and the holder or other acquiring party shall be entitled to the benefits of the Lessee's performance under this Lease Agreement and shall have such remedies as are available to the Lessor under this Lease Agreement with respect to any default by the lessee then existing or thereafter occurring.

B. Upon written notification to Lessee of a completed foreclosure or other acquisition by the holder or third-party purchaser at a foreclosure sale, Lessee will attorn to the acquiring party and shall thereafter perform.

C. In the event of a foreclosure or acquisition by the holder of such mortgage or other security instrument (or by a third party purchaser at a foreclosure sale), claims by Lessee against the Lessor arising prior to acquisition by the holder or third party purchaser shall not apply to such holder or third party purchaser, provided, however, that this shall not act as a waiver of any rights of Lessee by reason of default under this Lease Agreement existing at the time of such foreclosure sale or other acquisition or thereafter arising, to the extent that such default is not cured under the provisions of this Lease Agreement.

34. Estoppel Certificate. Lessee agrees, upon reasonable written request, and from time to time, to provide to Lessor an Estoppel Certificate in the form attached hereto as B.

EXHIBIT D
State Lease Agreement

35. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Agreement, shall be deemed to enlarge, limit or otherwise affect the operation of this Lease Agreement.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as set forth above.

LESSOR:

STATE OF _____)
_____)ss.
COUNTY OF _____)

On this _____ day of _____, 200__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of _____ as Lessor, and acknowledged to me that he/she executed the same on behalf of the Lessor.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and Yr in this certificate first above written.

Commission expires on _____ Residing at _____

LESSEE:

STATE OF _____)
_____)ss.
COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of _____ as Lessee, and acknowledged to me that he/she executed the same on behalf of the Lessee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and Yr in this certificate first above written.

Commission expires on _____ Residing at _____

APPROVED BY:

Richard Brien, State Leasing Manager
Division of Public Works, Department of Administration

Date

EXHIBIT D
State Lease Agreement

ESTOPPEL CERTIFICATE

This Estoppel Certificate is made by _____, (hereinafter "Lessee") the lessee of those certain premises located at _____, [_____, Idaho], and described as _____, and leased by Lessee from _____ (hereinafter "Lessor").

NOW THEREFORE, Lessee certifies and represents to Lessor and its successors, mortgagees and assigns and their attorneys, representatives, with respect to the above described lease as follows:

1. The true, correct and complete copy of the lease, including all amendments or addendum thereto (hereinafter collectively referred to as the "Lease") is attached hereto.
2. The Lease contains the entire agreement between Lessor and Lessee, and to the best of Lessee's knowledge, as of the date hereof, Lessor is not in default in the performance of the terms and provisions of the Lease.
3. The Lease is for approximately _____ square feet. The Lease began on _____ and will end on _____.
4. Lessee has paid all rents due under the Lease for the period through and including _____, and Lessee has paid no other rent or compensation in lieu of rent in advance beyond such date. As of the date hereof, rent due from Lessee to Lessor is in the amount of \$ _____ per month plus such additional rent as called for in the Lease.

DATE: _____

LESSEE
